

TFC Contract No. 18-095-000  
Raba Kistner, Inc.  
Assignment No. 6  
Project No.: 16-014-5192

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
RABA KISTNER, INC.**

**TFC CONTRACT NO. 18-095-000**

**ASSIGNMENT NO. 6**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 6**

(hereinafter referred to as "Assignment No. 6" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Raba Kistner, Inc. located at 8100 Cameron Road, Suite B-150, San Antonio, Texas 78754 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be effective on the Effective Date (as defined below) and the terms and conditions of which are as follows.

**DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as providing a limited mold assessment and indoor air quality investigation for suites 182 and 190 of the Central Services Building located at 1711 San Jacinto Boulevard, Austin, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-6," PSP's IDIQ Assignment No. 6 Proposal dated October 1, 2018, attached hereto and incorporated herein for all purposes and consisting of three (3) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 6 shall be completed no later than August 31, 2019, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 6.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 6.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 6 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

**FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 6 shall not exceed the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the

TFC Contract No. 18-095-000  
Raba Kistner, Inc.  
Assignment No. 6  
Project No.: 16-014-5192

previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

**IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:**

For this Assignment No. 6, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-6."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

[This space Intentionally Left Blank]

TFC Contract No. 18-095-000  
Raba Kistner, Inc.  
Assignment No. 6  
Project No.: 16-014-5192

**ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

**RABA KISTNER, INC.**

DocuSigned by:  
By: NAOMI R. GONZALEZ  
SD47CF0922704BE...

DocuSigned by:  
By: Thomas Burr  
764F8EB39DFD407...

Naomi Gonzalez  
Acting General Counsel

Thomas D. Burr  
Sr. Vice President and COO

o/b/o John S. Raff  
Interim Executive Director

Date of execution: 10/05/2018 | 8:18 AM CDT

Date of execution: 10/05/2018 | 8:16 AM CDT

NRG G.C.

nmk Dir.

nmk D.E.D.

TFC Contract No. 18-095-000  
Raba Kistner, Inc.  
Assignment No. 6  
Project No.: 16-014-5192

## **EXHIBIT A-6**

### **PSP'S IDIQ ASSIGNMENT NO. 6 PROPOSAL DATED OCTOBER 1, 2018**

TFC Contract No. 18-095-000

Exhibit A-6

Assignment No. 6

Proposal No. PSF18-426-00 (Revised)  
October 1, 2018



Ms. Dorothy Spearman  
Senior Project Manager  
Facilities Design & Construction  
Texas Facilities Commission  
1711 San Jacinto Boulevard  
Austin, Texas 78701

12821 W. Golden Lane  
San Antonio, TX 78249  
P.O. Box 690287  
San Antonio, TX 78269-0287  
www.rkci.com

P 210.699.9090  
F 210.699.6426  
TBPE Firm F-3257

**RE: Limited Mold Assessment Proposal**  
**1711 San Jacinto Street**  
**Austin, Texas**

Dear Ms. Spearman:

Pursuant to your request on behalf of Texas Facilities Commission (TFC) (CLIENT), Raba Kistner, Inc. (RK) is pleased to submit this proposal for the performance and reporting of a Limited Mold Assessment at the above-referenced property, locally addressed at 1711 San Jacinto Street in Austin, Texas (hereinafter referred to as the SITE). RK understands that the TFC wishes to conduct a limited mold assessment for the above referenced facility in response to a recently reported water leakage from air handling units located above the ceiling within the building.

This proposal includes a brief description of pertinent project information in addition to our proposed scope of services and cost estimate for the project. This proposal was prepared to define the proposed scope of services, our assumptions, time and cost information, project schedule, and procedures for authorization to initiate project activities.

## **BACKGROUND**

On basis of information communicated to us, RK understands that there have been water leaks, caused by the Heating, Ventilation, and Air Conditioning (HVAC) system, in Suites 182 and 190. HVAC system repairs have been scheduled and the Owner would like to know if there are any mold impacted materials that may need to be remediated during the scheduled repairs.

## **PURPOSE AND SCOPE OF WORK**

Professional services described herein will be performed to assist CLIENT with their evaluations at the SITE. We understand that the purpose of these services is to evaluate the areas of concern in an effort to determine if remediation efforts are warranted.

### **Mold Assessment and IAQ Investigation**

RK will, in association with a subconsulted Mold Assessment Consultant (MAC) licensed by the Texas Department of State Health Services (DSHS), perform the mold assessment and IAQ investigation and testing. For the purpose of this proposal, it is assumed that RK will engage the services of Baer Engineering and Environmental Consulting Inc. to provide MAC services. The survey will begin with a visual investigation of accessible areas. A moisture meter will be used to measure moisture content of accessible building materials.



Proposal No. PSF18-426-00 (Revised)  
October 1, 2018

2

Air samples (spore trap) for mold will be collected from inside the building, and from outside of the building. The MAC will compare the relative abundance of mold spores inside of the building to that of the outdoor sample. Surface samples (tape, lift, or swab) will be collected of visible mold.

Mold samples will be collected using Zefon Air-O-Cell® spore trap cassettes. The cassettes will be connected to a pump calibrated to provide an air flow of 15 liters per minute for a period of five minutes. Measurements of carbon dioxide, carbon monoxide, temperature, and relative humidity will be collected using a TSI Q Trak™ indoor air quality monitor; measurements of total Volatile Organic Compounds (VOCs) will be collected using a MultiRAE® gas monitor. These measurements will be recorded at each sampling point. The location and number of samples will be at the discretion of the MAC.

Mold samples will be sent to a DSHS-licensed laboratory where they will be analyzed for the presence and quantities of molds. The fee includes the time and expenses, including travel, for one MAC to perform the services during normal business hours over a twelve hour period, without access delays, the collection of up to six air samples and six surface samples for mold.

#### Reporting Services

A report will be prepared on behalf of TFC that summarizes the observations and findings, measurements taken, laboratory analysis results, in addition to general recommendations to address mold or IAQ issues identified as the result of this assessment. The report will include copies of all laboratory data. Photographic documentation of significant observations will be provided, where appropriate.

#### Assumptions and Limitations

The following assumptions were made with regard to the scope of services described herein:

1. SITE access will be granted when needed to perform assessment activities existing conditions will not preclude SITE access and collection of environmental samples. Assessment activities will be accomplished as part of a single (1-day) mobilization effort.
2. A standard 3-5 business-day turnaround time will be requested for analytical testing and reporting.
3. We will conduct the proposed services within the work area using industry accepted procedures. Environmental measurements within buildings can vary from day to day, and air sampling represents a snapshot of conditions at the time that investigation efforts were conducted. Measurements, therefore, are considered to be a reasonable assessment of conditions within the work area during the date and time our services were conducted.
4. It is understood that TFC personnel will provide access to concealed conditions as based upon the inspector's professional judgment of where such conditions may likely exist and require destructive sampling. It is also understood that TFC personal will repair areas in which destructive sampling is conducted.
5. Concealed conditions that exist inside walls and other building cavities, as well as behind interior and exterior finishes, or underneath large/heavy objects, may not be detected if there are no visible indications that such conditions exist. The consultant will attempt to locate hidden conditions, based upon the inspector's professional judgment of where such conditions may likely exist; however, please be aware that it may not be possible to identify all concealed conditions.

One electronic report will be provided for CLIENT use.

TFC Contract No. 18-095-000

Exhibit A-6

Assignment No. 6

Proposal No. PSF18-426-00 (Revised)  
October 1, 2018

3

**PROJECT COST AND DURATION**

The estimated costs for various tasks described in the scope of work are provided below.

TASK DESCRIPTIONS	COST
1.0 Initial Project Planning & Assessment	\$6,000.00
2.0 Data Reduction and Reporting	\$1,500.00
<b>CONTRACT TOTAL:</b>	<b>\$7,500.00</b>

The cost will be billed on a lump sum basis and will not exceed the authorized amount.

In the event that additional services are requested by CLIENT and/or necessary to complete project activities, RK will provide a cost estimate under separate cover and solicit authorization from CLIENT before proceeding with additional work. Additional sample analysis, if necessary, will be billed at \$35.00 for mold samples, plus the time to collect the samples. Normal turnaround time for laboratory analysis is 3-5 working days. Additional services, if requested, will be billed in accordance with our standard fees for professional services, as indicated on the attached Schedule of Fees.

We will initiate project activities immediately upon receipt of written CLIENT authorization to proceed. It is anticipated that RK can complete the scope of work described herein in approximately 2-3 weeks, depending upon sub consultant availability and favorable SITE access conditions.

**ACCEPTANCE**

We appreciate the opportunity to submit this proposal and look forward to working with you in the execution of this project. This proposal and scope of services will be conducted in accordance with TFC Contract No. 18-095-00 Indefinite Delivery Indefinite Quantity Professional Service Agreement between the Texas Facilities Commission and Raba Kistner, Inc.


The scope and fees associated with this proposal are valid for 120 days from issuance.

Very truly yours,

**RABA KISTNER, INC.**



Brian D. Strye, M.S.  
Environmental Project Manager



Thomas D. Burr  
Senior Vice President & COO

BDS/TDB/SRW

Copies Submitted: Above (1 Electronic PDF Copy)

**RABA KISTNER**

TFC Contract No. 18-095-000  
Raba Kistner, Inc.  
Assignment No. 6  
Project No.: 16-014-5192

## **EXHIBIT B-6**

### **LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS**



TFC Contract No. 18-095-000

Raba Kistner, Inc.

Assignment No. 6

Project No.: 16-014-5192

**Exhibit B-6****LIST OF PSP PROJECT MANAGER****AND****SUBCONTRACTORS****(Name, Company Name, Address & Contact Person (Project Manager))**

A. PSP Project Manager:	Brian Strye Raba Kistner, Inc. 12821 W. Golden Lane, San Antonio, Texas 78249 210-844-6131 bstrye@rkci.com
B. Subcontractors:	
	1. Baer Engineering and Environmental Consulting, Inc. 7756 Northcross Drive, Suite 211, Austin, Texas 78757 512-453-3733 jkilinger@baer.com
	2. _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	3. _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)
	4. _____ (Name) _____ (Company) _____ (Address) _____ (Cell #) _____ (Email)